

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3xLogic Indiana LLC		02/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Observint Technologies, Inc.		
Street Address:	11000 North MoPac Expressway		
Internal Address:	Building 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4485098	INFINIAS	
Registration Number:	3074518	INTELLI-M	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512.922.3090		
Email:	PTOmail@annakuhnlaw.com		
Correspondent Name:	Anna Kuhn- Law Office of Anna Kuhn, PLLC		
Address Line 1:	3307 Northland Drive		
Address Line 2:	Suite 310		
Address Line 4:	Austin, TEXAS 78731		
ATTORNEY DOCKET NUMBER:	KHRG		
NAME OF SUBMITTER:	Anna Kuhn		
SIGNATURE:	/Anna Kuhn/		
DATE SIGNED:	04/09/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”), dated as of February 25, 2015, is entered into by 3xLogic Indiana LLC, a Delaware limited liability company (“**Company**”), in favor of Observint Technologies, Inc., a Delaware corporation (“**Secured Party**”).

RECITALS

A. Concurrently with the execution hereof, Company, Secured Party and certain other parties are entering into an Asset Purchase Agreement (as may be amended from time to time, the “**Purchase Agreement**”), pursuant to which, among other things, the Company is purchasing from Secured Party the Assets (as defined therein).

B. Pursuant to the Purchase Agreement, and concurrently with the execution hereof, Company is executing and delivering to Secured Party that certain Security Agreement (the “**Security Agreement**”), by Company in favor of Secured Party.

C. Under the terms of the Security Agreement, Company is granting Secured Party a security interest in, among other property, certain intellectual property of Company, and is executing and delivering this Trademark Security Agreement for recording with national, federal and state government authorities, including the United States Patent and Trademark Office.

D. NOW, THEREFORE, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to agree to and accept the Note, the parties agree as follows:

AGREEMENT

1. Grant of Security Interest. Company hereby pledges and grants to Secured Party as collateral a security interest in and to all of the right, title and interest of Company in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

a. The trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

b. all rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. ***Filings and Recordings.*** Company authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. ***Transaction Documents.*** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Purchase Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. ***Counterparts, Facsimile copies.*** This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. ***Binding Effect and Beneficiaries.*** This Trademark Security Agreement shall be binding upon, and inure to the benefit of, the respective legal representatives, successors and assigns of the parties hereto.

6. ***Construction.*** This Trademark Security Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Delaware.

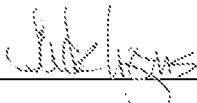
7. ***Venue.*** The parties agree the venue of any suit or action between the parties will be in the Delaware Chancery Court in Wilmington, Delaware.

[Signature page follows]

SIGNED effective as of the date first above written.

COMPANY:

3XLOGIC INDIANA LLC,
a Delaware limited liability company

By:  _____

Name: Jack E. Lyons

Title: Manager

Address: 10225 Westmoor Drive
Suite 300
Westminster, CO 80021

SECURED PARTY:

OBSERVINT TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address: 11000 North MoPac
Expressway
Building 300
Austin, Texas 78759

SIGNED effective as of the date first above written.

COMPANY:

3XLOGIC INDIANA LLC,
a Delaware limited liability company

By: _____

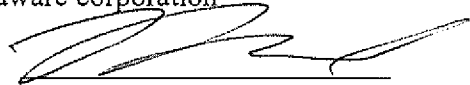
Name: _____

Title: _____

Address: 10225 Westmoor Drive
Suite 300
Westminster, CO 80021

SECURED PARTY:

OBSERVINT TECHNOLOGIES, INC.,
a Delaware corporation

By:  _____

Name: Brian C. Wood

Title: CEO & President

Address: 11000 North MoPac
Expressway
Building 300
Austin, Texas 78759

SCHEDULE 1

Trademarks and Trademark Applications

Description	Registration/ Application Number	Registration/ Application Date
INFINIAS	4485098	February 18, 2014
INTELLI-M	3074518	March 28, 2006